

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Farnam Companies, Inc.		12/05/2013	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	SunTrust Bank, as Administrative Agent
Street Address:	303 Peachtree Street
Internal Address:	23rd Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Banking Corporation: GEORGIA

PROPERTY NUMBERS Total: 158

Property Type	Number	Word Mark
Registration Number:	1848958	ROTECTIN
Serial Number:	74605704	ACCEL
Serial Number:	73353385	ALOEDINE
Serial Number:	85107306	AMBUSH
Serial Number:	75631092	ARTHROSE
Serial Number:	78724546	ATTACK ALL
Serial Number:	78048485	AWAY FROM MY GARDEN
Serial Number:	85752064	BARRICADE
Serial Number:	75317476	BECAUSE SHEDDING IS NATURAL. TOO MUCH SH
Serial Number:	72195000	B'HAVE
Serial Number:	75614778	BIO GUARD
Serial Number:	75119939	BIO SPOT
Serial Number:	77731857	BIO SPOT

CH \$3965.00 1848958

Serial Number:	85729513	BIO SPOT ACTIVE CARE
Serial Number:	85520284	BIO SPOT DEFENSE
Serial Number:	74205963	BRONCO
Serial Number:	78671586	BUILDING INDIVIDUAL NUTRITION
Serial Number:	77829991	BUILT TO FIT, BUILT TO LAST, BUILT TO ST
Serial Number:	75635544	CAPTIVATOR
Serial Number:	77608664	CENTAURA
Serial Number:	78561079	THE CHEW-IT-YOURSELF TOOTHBRUSH FOR DOGS
Serial Number:	75463205	
Serial Number:	74442958	COLOR-FULL
Serial Number:	78561037	COMBOCARE
Serial Number:	78142926	COMFORT ZONE
Serial Number:	85122862	COMFORT ZONE
Serial Number:	74190634	
Serial Number:	85485769	CONTINUCARE DAILY
Serial Number:	75635421	CONTINUEX
Serial Number:	75157385	COUGH FREE
Serial Number:	78345018	THE CRITTER
Serial Number:	74567010	CW
Serial Number:	78281861	CYSTOLAMINE
Serial Number:	73737365	DAPPLES
Serial Number:	72037702	DOG-AWAY
Serial Number:	78126585	DURALACTIN
Serial Number:	78418873	EASY BRUSH
Serial Number:	73066987	ELECTRO DEX
Serial Number:	78040837	ENDURE
Serial Number:	74269840	
Serial Number:	78719696	
Serial Number:	73594043	EQUICARE
Serial Number:	73594044	EQUICARE
Serial Number:	85222995	EQUIFUSION
Serial Number:	78108204	EQUI-SPOT
Serial Number:	73315912	EQUITROL
Serial Number:	85315593	EVENT
Serial Number:	74105837	EXCALIBUR

	78095252	EZ TRAP
Serial Number:	72443585	FARNAM
Serial Number:	86069565	FARNAM
Serial Number:	75403422	FARNAM.COM
Serial Number:	74594853	FLEX FREE
Serial Number:	74405769	FLEXUS
Serial Number:	74481690	FLY TERMINATOR
Serial Number:	73594035	FLYSECT
Serial Number:	77385248	FLYS-OFF
Serial Number:	73564884	FORSHNER'S
Serial Number:	85752057	FORTRESS
Serial Number:	73249391	FURA-OINTMENT
Serial Number:	75469873	
Serial Number:	74481612	GRAND CHAMPION
Serial Number:	73240331	GROW-COLT
Serial Number:	77429857	HARMONEASE
Serial Number:	73097733	
Serial Number:	75950775	HORSESHOER'S SECRET
Serial Number:	74606423	HT 20
Serial Number:	74020012	ICETIGHT
Serial Number:	78108209	IVERCARE
Serial Number:	77385211	JOB
Serial Number:	74519803	JUST BORN
Serial Number:	78701609	JUST BORN
Serial Number:	73599381	JUST ONE BITE
Serial Number:	74107058	LACTANASE
Serial Number:	78561613	LARVASTOP FLY GROWTH REGULATOR
Serial Number:	73599382	LASER SHEEN
Serial Number:	73240466	LEATHER NEW
Serial Number:	85316750	LEVEL PH
Serial Number:	78239949	LIQUICARE P
Serial Number:	73240347	MARE-PLUS
Serial Number:	73040536	MAXUM
Serial Number:	75178720	MONOMEND
Serial Number:	78238314	MOSQUITO HALT

TRADEMARK

REEL: 005181 FRAME: 0490

	78378011	MULTI-STA
Serial Number:	75065114	MUSCA-CIDE
Serial Number:	75065115	MUSCA-DOOM
Serial Number:	72168832	MYCODEX
Serial Number:	73694073	MYCODEX
Serial Number:	75164269	MYCODEX ALL-IN-ONE
Serial Number:	74483592	MYCODEX ENVIRONMENTAL CONTROL
Serial Number:	78048111	MYOLENE
Serial Number:	75414270	NATURE'S DEFENSE
Serial Number:	75681039	NEXT LEVEL
Serial Number:	74581143	NURTURALL
Serial Number:	78074072	NUTRA-SURE
Serial Number:	78378414	NY-STA
Serial Number:	77731887	NY-STA
Serial Number:	78486096	PLATFORM
Serial Number:	75104312	POLYMEND
Serial Number:	78378456	PRO-STA
Serial Number:	78301397	QUITT
Serial Number:	85315567	REACH
Serial Number:	73066985	RED CELL
Serial Number:	73066986	RED CELL
Serial Number:	72445293	REDGLO
Serial Number:	71660566	REDUCINE
Serial Number:	72098933	REDUCINE
Serial Number:	72170334	REDUCINE
Serial Number:	73612637	REPEL
Serial Number:	78055004	REPELOCK
Serial Number:	73240348	REPEL-X
Serial Number:	85464939	RID YOUR LIFE OF MICE.
Serial Number:	75666274	
Serial Number:	73240370	SCARLEX
Serial Number:	72241293	SCRATCHEX
Serial Number:	74667052	SCRATCHEX
Serial Number:	78280502	SHED SOLUTION
Serial Number:	74584224	SHED-STOP

	75428434	SHOW WINNER
Serial Number:	77731822	THE SIGN OF A WINNER
Serial Number:	78486090	SIMPLIFLY
Serial Number:	85386889	SMART SHIELD
Serial Number:	85386905	SMART SHIELD
Serial Number:	85729542	SMARTER PET CARE
Serial Number:	75524434	SNAP 'N CHEW
Serial Number:	78058081	SOLAR GUARD
Serial Number:	75620972	STRIPE-ON
Serial Number:	74172066	SULFODENE
Serial Number:	75030671	SULFODENE
Serial Number:	75170515	SULFODENE
Serial Number:	75401946	SULFODENEHC
Serial Number:	75384402	SULFODENEHC
Serial Number:	78262293	SUPERIOR SUPPLEMENTS FOR SERIOUS COMPETI
Serial Number:	74200218	SUPERMASK
Serial Number:	75157386	SUREFLEX
Serial Number:	76076260	SURENUTRITION
Serial Number:	78058070	SURETIGHT
Serial Number:	77540626	SWAT
Serial Number:	73240465	SWAT
Serial Number:	75015606	SYKILLSTOP
Serial Number:	85380319	THE TASTE HOUSE MICE JUST DIE FOR!
Serial Number:	85222984	THE TASTE RATS AND HOUSE MICE JUST DIE F
Serial Number:	74481241	TASTY PASTE
Serial Number:	78058073	THERMAFLEX
Serial Number:	85465052	THE TOP DEMANDS MORE
Serial Number:	77526212	TRAMAX
Serial Number:	75065215	TRAP-A-JACK
Serial Number:	75024442	TRYPZYME
Serial Number:	75347765	VETRIN
Serial Number:	73722784	VETROLIN
Serial Number:	85315576	VISION
Serial Number:	75068117	VITA CARE
Serial Number:	73823906	VITA FLEX

	73457704	VITA-HOOF
Serial Number:	73240464	WIPE
Serial Number:	75456249	WONDER FORK
Serial Number:	73773721	XANTEX
Registration Number:	2846776	TRI-CARE

CORRESPONDENCE DATA

Fax Number: 4045818330
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-581-8275
Email: srbrown@jonesday.com
Correspondent Name: Sidney R. Brown, Jones Day
Address Line 1: 1420 Peachtree Street, NE
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	566957-640047
NAME OF SUBMITTER:	Sidney R. Brown
Signature:	/Sidney R. Brown/
Date:	12/24/2013

Total Attachments: 14
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 5, 2013 (this "Agreement"), is made by FARNAM COMPANIES, INC., an Arizona corporation (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantor and certain of its affiliates, the lenders from time to time parties thereto (the "Lenders"), the issuing bank party thereto and the Administrative Agent have entered into a Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor and certain of its affiliates have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

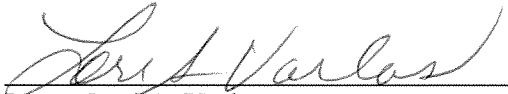
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FARNAM COMPANIES, INC.

By: 

Name: Lori A. Varlas

Title: Assistant Secretary

[FARNAM – TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005181 FRAME: 0496

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: W. Smith
Name: William Smith
Title: DIRECTOR

[FARNAM – TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005181 FRAME: 0497

SCHEDULE I

Trademarks and Trademark Licenses

REGISTERED TRADEMARKS, APPLICATIONS AND LICENSES

Registered Trademark	Registration No	Serial No	Registration Date	Country
Accel	1,930,039	74605704	10/24/1995	USA
Aloedine	1,267,621	353385	2/21/1984	USA
Ambush	4,027,018	85107306	9/13/2011	USA
Arthrose	2,384,334	75631092	9/5/2000	USA
AttackAll & design	3,133,114	78724546	8/22/2006	USA
Away From My Garden	2,687,495	78048485	2/11/2003	USA
BARRICADE	N/A	85752064	N/A	USA
Because Shedding Is Natural. Too Much Shedding Isn't	2,289,786	75317476	11/2/1999	USA
B'Have	0,785,030	72195000	2/16/1965	USA
Bio Guard	2,384,130	75614778	9/5/2000	USA
Bio Spot	2,055,390	75119939	4/22/1997	USA
Bio Spot & design	3,718,514	77731857	12/1/2009	USA
Bio Spot Active Care	N/A	85729513	N/A	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
BIO SPOT DEFENSE	4256527	85520284	12/11/2012	USA
Bronco	1,701,395	74205963	7/21/1992	USA
Building Individual Nutrition	3,173,527	78671586	11/21/2006	USA
Built to Fit, Built to Last, Built to Stay On!	3,877,915	77829991	11/16/2010	USA
Captivator	2,729,435	75635544	6/24/2003	USA
Centaura	4171981	77608664	7/10/2012	USA
Chew-It-Yourself Toothbrush for Dogs, The	3,169,790	78561079	11/7/2006	USA
Color Gradient	2,466,861	75463205	7/10/2001	USA
Color-Full	1,840,288	74442958	6/21/1994	USA
Combocare	3,050,827	78561037	1/24/2006	USA
Comfort Zone	2,785,068	78142926	11/18/2003	USA
Comfort Zone & design	4,003,871	85122862	7/26/2011	USA
Configuration of Container (Red Cell purple bottle)	1,793,273	74190634	9/14/1993	USA
ContinuCare Daily	N/A	85485769	N/A	USA
Continuex	2,494,752	75635421	10/2/2001	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
Cough Free	2,099,220	75157385	9/23/1997	USA
CRITTER, THE	2925177	78345018	2/8/2005	USA
CW	2,166,072	74567010	6/16/1998	USA
Cystolamine	2,877,507	78281861	8/24/2004	USA
Dapples	1,527,743	73737365	3/7/1989	USA
Dog-Away	0,667,260	72037702	9/23/1958	USA
Duralactin	2,760,369	78126585	9/2/2003	USA
Easy Brush	3,086,399	78418873	4/25/2006	USA
Electro Dex	1,056,401	73066987	1/18/1977	USA
Endure	2,583,869	78040837	6/18/2002	USA
Equi Aid (design; no words)	1,827,637	74269840	3/22/1994	USA
Equi Aid (design; no words; design with w/o man only)	3,132,991	78719696	8/22/2006	USA
Equicare	1,481,261	73594043	3/22/1988	USA
Equicare & design	1,481,262	73594044	3/22/1988	USA
EquiFusion	N/A	85222995	N/A	USA
Equi-Spot	2,733,469	78108204	7/1/2003	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
Equitrol	1,224,817	315912	1/25/1983	USA
Event	N/A	85315593	N/A	USA
Excalibur	1,689,760	74105837	6/2/1992	USA
EZ Trap	2,854,927	78095252	6/15/2004	USA
Farnam	1,025,441	72443585	11/18/1975	USA
Farnam & design	N/A	86069565	N/A	USA
Farnam.com	2,233,845	75403422	3/23/1999	USA
Flex Free	1,938,385	74594853	11/28/1995	USA
Flexus	1,881,370	74405769	2/28/1995	USA
Fly Terminator	2,284,297	74481690	10/12/1999	USA
Flysect	1,441,000	73594035	6/2/1987	USA
Flys-Off	3,659,868	77385248	7/28/2009	USA
Forshner's	1,402,805	73564884	7/29/1986	USA
FORTRESS	N/A	85752057	N/A	USA
Fura-Ointment	1,194,187	73249391	4/27/1982	USA
Galloping Horse & design	2,279,050	75469873	9/21/1999	USA
Grand Champion	1,873,533	74481612	1/17/1995	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
Grow-Colt	1,166,926	240331	9/1/1981	USA
Harmonease	3,655,539	77429857	7/14/2009	USA
Horseshoe design	1,080,149	73097733	12/27/1977	USA
Horseshoer's Secret	2,508,121	75950775	11/13/2001	USA
HT 20	1,930,044	74606423	10/24/1995	USA
Ice-tight	1,618,406	74020012	10/23/1990	USA
Ivercare	2,730,810	78108209	6/24/2003	USA
JOB	3,850,492	77385211	9/21/2010	USA
Just Born	1,905,276	74519803	7/18/1995	USA
Just Born & design	3,135,579	78701609	8/29/2006	USA
Just One Bite	1,421,693	599381	12/23/1986	USA
Lactanase	1,767,136	74107058	4/27/1993	USA
Larvastop Fly Growth Regulator & design	3,254,169	78561613	6/19/2007	USA
Laser Sheen	1,421,659	73599382	12/23/1986	USA
Leather New	1,168,855	73240466	9/15/1981	USA
Level pH	4,129,983	85316750	4/17/2012	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
Liqui-Care P	2,942,987	78239949	4/19/2005	USA
Mare-Plus	1,166,928	73240347	9/1/1981	USA
Maxum	1,039,996	73040536	5/25/1976	USA
Monomend	2,296,354	75178720	11/30/1999	USA
Mosquito Halt	2,778,082	78238314	10/28/2003	USA
Multi-Stā	3,062,208	78378011	2/28/2006	USA
Musca-Cide	2,033,860	75065114	1/28/1997	USA
Musca-Doom	2,024,130	75065115	12/17/1996	USA
Mycodex	0,788,957	72168832	5/4/1965	USA
Mycodex	1,508,876	73694073	10/18/1988	USA
Mycodex All In One	2,143,515	75164269	3/10/1998	USA
Mycodex Environmental Control	1,980,034	74483592	6/11/1996	USA
Myolene	2,602,964	78048111	7/30/2002	USA
Nature's Defense	2,256,731	75414270	6/29/1999	USA
Next Level	2,324,451	75681039	2/29/2000	USA
Nurturall	1,942,424	74581143	12/19/1995	USA
Nutra-Sure	2,831,795	78074072	4/13/2004	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
Ny-Sta	2,965,117	78378414	7/5/2005	USA
Ny-Stā	3,721,693	77731887	12/8/2009	USA
Platform	3,178,003	78486096	11/28/2006	USA
Polymend	2,057,286	75104312	4/29/1997	USA
Pro-Stā	3,062,210	78378456	2/28/2006	USA
Quitt	2,915,315	78301397	12/28/2004	USA
Reach	4191673	85315567	8/14/2012	USA
Red Cell	1,053,185	73066985	11/23/1976	USA
Red Cell & design	1,053,186	73066986	11/23/1976	USA
RedGlo	0,971,203	72445293	10/23/1973	USA
Reducine	0,596,313	71660566	10/5/1954	USA
Reducine & design	0,709,549	72098933	1/10/1961	USA
Reducine & design	0,771,053	72/170334	6/9/1964	USA
Repel	1,445,908	73612637	7/7/1987	USA
Repelock	2,580,436	78055004	6/11/2002	USA
Repel-X	1,181,799	73240348	12/15/1981	USA
Rid Your Life of Mice.	4388781	85464939	8/20/2013	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
Right Facing Horse	2,329,243	75666274	3/14/2000	USA
Rotectin	1,848,958	N/A	8/9/1994	USA
Scarlex	1,167,983	73240370	9/8/1981	USA
Scratchex	0,820,171	72241293	12/13/1966	USA
Scratchex	1,958,105	74667052	2/20/1996	USA
Shed Solution	2,915,296	78280502	12/28/2004	USA
Shed-Stop	1,981,675	74584224	6/18/1996	USA
Show Winner	2,230,624	75428434	3/9/1999	USA
Sign of a Winner, The	3,721,686	77731822	12/8/2009	USA
SimpliFly	3,105,111	78486090	6/13/2006	USA
Smart Shield	N/A	85386889	N/A	USA
Smart Shield & design	4262154	85386905	12/18/2012	USA
Smarter Pet Care	4338228	85729542	5/21/2013	USA
Snap-N-Chew	2,334,629	75524434	3/28/2000	USA
Solar Guard	2,722,603	78058081	6/3/2003	USA
Stripe-On	2,306,205	75620972	1/4/2000	USA
Sulfodene	1,700,142	74172066	7/14/1992	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
Sulfodene	2,008,727	75030671	10/15/1996	USA
Sulfodene	2,087,784	75170515	8/12/1997	USA
SulfodeneHC	2,241,322	75401946	4/20/1999	USA
SulfodeneHC	2,242,116	75384402	4/27/1999	USA
Superior Supplements for Serious Competitors	2,918,163	78262293	1/11/2005	USA
Supermask	1,708,197	74200218	8/18/1992	USA
SureFlex	2,081,622	75157386	7/22/1997	USA
SureNutrition	2,911,349	76076260	12/14/2004	USA
SureTight	2,580,437	78058070	6/11/2002	USA
Swat	3,580,409	77540626	2/24/2009	USA
Swat & design	1,203,310	73240465	8/3/1982	USA
Sykillstop	2,086,414	75015606	8/5/1997	USA
Taste House Mice Just Die For!, The	4373033	85380319	7/23/2013	USA
Taste Rats and House Mice Just Die For!, The	4368978	85222984	7/16/2013	USA
Tasty Paste	1,919,210	74481241	9/19/1995	USA

Registered Trademark	Registration No	Serial No	Registration Date	Country
Thermafex	2,589,994	78058073	7/2/2002	USA
Top Demands More, The	N/A	85465052	N/A	USA
Tramax	3884701	77526212	12/7/2010	USA
Trap-A-Jack	2,028,982	75065215	1/7/1997	USA
Tri-Care	2,846,776	78198924	5/25/2004	USA
Trypzyme	2,008,621	75024442	10/15/1996	USA
Vetrin	2,259,928	75347765	7/6/1999	USA
Vetrolin	1,556,471	73722784	9/19/1989	USA
Vision	4199550	85315576	8/28/2012	USA
Vita Care	2,030,333	75068117	1/14/1997	USA
Vita Flex	1,601,828	73823906	6/19/1990	USA
Vita-Hoof	1,338,733	73457704	6/4/1985	USA
Wipe	1,191,985	73240464	3/16/1982	USA
Wonder Fork	2,277,531	75456249	9/14/1999	USA
Xantex	1,586,447	73773721	3/13/1990	USA